



Tender Document for

Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC

at Shree ShyamjiKrishnaVarma Memorial
Experiential Centreat Mandvi, KachchhBhuj.

Managing Committee

Shree ShyamjiKrishnaVarma Memorial,
C/o GMDC, KhanijBhavan, 132Ring Road,
Gujarat University Ground, Vastrapur Ahmedabad-380052



Notice Inviting Tender

TENDER NOTICE NO: GMDC/GVT/SKVM/2023-24/01

The Managing Committee, SKVM; C/o GMDC invites the Request for Proposal Selection of Agency for Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj.

Sr.No	Name of work and location	Estimated Capital Cost (Rs) (A)	Estimated AMC Cost(Rs) (B)	Total Estimated Project Cost (Rs) (C) = A+B	Tender Fee (Rs) (D)	EMD (Rs) (E)
1	Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj.	58.88 Lakh	06.15 Lakh	65.03 Lakh	16250/- (Incl of GST)	65,036.00/-

Note: All details are available in RFP at www.nprocure.com

Sr	Activity	Date&Time
1)	Downloading of RFP Documents	25/07/2023
2)	Submission of Pre-Bid queries	Pre-bid queries must be submitted by email only at csr@gmdcltd.com on or before 27/07/2023 upto 18:00 hrs.
3)	Online Technical and Price Bid Submission	On or before 01/08/2023 upto 18.00 hrs
4)	Physical submission of Technical Bid, Tender fee and EMD	On or before 01/08/2023 upto 18.00 hrs.
5)	Technical Bid Opening	02/08/2023 at 11.30 hrs.
7)	Date of Opening of price bids	Will be informed separately

Chairman - Managing Committee
Shree Shyamji Krishna Varma Memorial,C/oGMDC Ltd,KhanijBhavan,
132 ftRingRoad,Ahmedabad-380052
Email: ,csr@gmdcltd.com
☎:+9179 27912443



DISCLAIMER

The information contained in this Request for Proposal document (here in after referred to as "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the SKVM Managing Committee, C/o GMDC Ltd (here in after referred to as "SKVM Managing Committee"), (the "Authority") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the SKVM Managing Committee (the "Authority") in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SKVM Managing Committee, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement to law. The SKVM Managing Committee accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The SKVM Managing Committee, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution run just enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Bid Stage.

The SKVM Managing Committee also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP.

The SKVM Managing Committee may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the SKVM Managing Committee is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy Services the Office of Managing Committee, C/o GMDC Ltd reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SKVM Managing Committee or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the SKVM Managing Committee shall not be liable in any manner whatsoever for same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Section 1: Bid Summary

1.	Name of work	Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj. ("Project")
2.	Location	"Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Dist: Kutch ("Memorial")
3.	Tender issuing and Project Implementation Authority	SKVM Managing Committee ("Authority")
4.	Nature of Procurement	Online procurement through nprocure . The RFP can be downloaded from gmdctender.nprocure.com
5.	Nature of selection process	L1 (Lowest)
6.	Important Note:	Authority reserves the right, without any obligation or liability, to accept or reject any or all the bid at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever.
7.	Tender fee	Rs.16250/- (Inclusive GST) In the form DD only in favor of "Shree Shyamji Krishna Varma Memorial Society" payable at Ahmedabad, from any Nationalized / Scheduled Bank only. The Tenders shall be non-refundable.
8.	EMD/ Bid Security	Rs. 65,036.00/- In the form of DD/ BG or FDR from the approved banks (form no, 12) in favor of "Shree Shyamji Krishna Varma Memorial Society" payable at Ahmedabad, From any of the approved Banks only. The Bank Guarantee submitted towards EMD shall be valid up to 150 days from the last date of online bid submission. The EMD to the successful bidder shall be returned after submission of performance security as provided in this RFP . EMD to other bidders shall be returned within 30 days of opening of Price Bids. Bids not containing the EMD & Tender Fee will be outrightly rejected.
9.	Submission of Pre-bid queries	Pre-bid queries must be submitted by email only at csr@gmdcltd.com on or before 27/07/2023 upto 18:00 hrs.
10.	Online Submission of Technical and Price Bid	Online submission at gmdc.nprocure.com through e - tendering process. Bid of the bidder submitting submission of price bid Physically, shall be summarily rejected.
11.	Physical submission of the Technical Bid, original copy of the DD/BG towards Tender fee & EMD	Office of the Shree Shyamji Krishna Varma Memorial, C/o. General Manager (CSR), Second Floor, GMDC Ltd, Khanij Bhavan, 132 ft Ring Road, Ahmedabad-380052 Email: csr@gmdcltd.com ☎: +91 79 7912443
12.	Last date of Online submission on www.nprocure.com .	On or Before 01/08/2023 By 18.00 hrs



13.	Last dated of physical submission of Technical Bid Tender fee & EMD	On or before 01/08/2023 by 18.00 hrs. however strictly and only after online bid submission by Hand Delivery/courier at the office of the Managing Committee, GMDC Ltd
14.	Opening of Technical Bid	On 02/08/2023 by 11.30 hrs. at the office of the Managing Committee, GMDC Ltd.
15.	Opening of Price Bid (Qualified bidders only):	After evaluation of Technical Bid, Financial Bid of selected bidders shall be opened. The date & time shall be informed separately
16.	Timeline extensions in bidding process.	The Authority may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum, uniformly for all Applicants
17.	Tender to be opened by	by office of the SKVM Managing Committee, C/o GMDC Ltd
18.	Validity period of tender offer	150 days from last date of online bid submission.
19.	Contract Period	The Contract Period shall be segregated in to two parts as follows; Part 1: Execution Period: 2 months from the Date of LOA for Part 2: AMC Period: 60 months /5 Years from the date of completion of Part1 above.
20.	Estimated Capital Cost for the Project Part 1 (CAPEX)	Rs. 58.88 Lakh including all taxes including GST
21.	Estimated cost AMC Part 2 (OPEX) for 5 years.	Rs. 06.15 Lakh including all taxes including GST
22.	Estimated Project Cost	Rs. 65.03 Lakh including all taxes including GST
23.	Performance Security.	2.5% of the Estimated Project Cost to be submitted after award of the contract and prior to signing of Agreement pursuant to the RFP, in the form of DD/Fixed Deposit/ Bank Guarantee from any approved bank (form 12) in favour of "Shree Shyamji Krishna Varma Memorial Society" payable at Ahmedabad. The FDR or Bank Guarantee submitted towards Performance Security shall be valid till completion of Contract Period. Format of Performance security is provided as Form 10 of the RFP.
24.	Retention Money	Retention Money shall be deducted from each running bill of capital at 2.5% by of "Shree Shyamji Krishna Varma Memorial Society". The Retention Money deducted from the running bill of Capital Cost shall be returned in the last running bill of Cost (OPEX) . No Retention Money shall be deducted from the running bills during AMC Period.
25.	Site Visit	Contact Person: Managing Committee Shree Shyamji Krishna Varma Memorial, C/o General Manager (CSR), Second Floor, GMDC Ltd., Khanij Bhavan,132 ft Ring Road, Ahmedabad-380052 Email: csr@gmdcltd.com ☎:+91 79 27912443



Section 2 : Instruction to Bidder



1. Introduction

1.1. The SKVM Managing Committee, /Authority C/o GMDC Ltd, Ahmedabad is intent to carry out the work of Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj.

1.2. Detailed Scope of Work for the Project is placed in Section 3 of the RFP.

2. Additional Information and Clarification

2.1. The Authority reserve its right to call for clarifications/original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidder(s) from past-executed projects/clients etc. Bidder(s) shall have no objection what so ever in this regard.

3. Cost of Bidding

3.1. The bidder shall bear all costs associated with the preparation and submission of his bid including cost of site visits, preparation and attending the negotiation meeting by the Bidders etc. The Authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.2. Please note that costs of preparing the proposal and of negotiating the contract, including site visit and visits to the Authority etc. are not reimbursable.

4. Language of Bid

4.1. The bid submitted by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Authority shall be written in English language. For purposes of interpretation of the bid, the English translation shall govern.

5. Bid Validity

5.1. The bid shall be as specified in the Bid Summary.

6. Confidentiality

6.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.



7. Submission of bid.

7.1. Format of Bids

- (a) The Bidder shall submit their bids online only at gmdc.nprocure.com. All the in formations ought to under this RFP shall be uploaded in colored scanned copy signed by the Authorized signatory at designated location on nprocure portal.
- (b) For avoidance of any doubt the Price bid shall be submitted online only while the Technical Bid, Tender fee and EMD shall be submitted online as well as offline in the following manner.

Sr. No.	Components of Bid	Content	Relevant Form for format
1	Technical Bid	Submission of Tender fee and EMD and Technical Bid	
A	Tender Fee and EMD (Scanned Copies to be submitted online however original copies of DD/BG of Tender fee and EMD to be submitted physically)	Scanned Copy of Tender fee and EMD in the format specified in the RFP summary.	Form 2
B	Qualification Documents (Scanned copies to be submitted online while original physical copies to be submitted physically)	<ul style="list-style-type: none">• Forwarding Letter and Bidders Information• Firm Registration• Notarized Self Certification that the firm has not been blacklisted by any Government/Semi Government authority.• Certificate from Registered Chartered accountant showing the turnover as per the tender requirement.• Copy of Audited Financial Statements for last 3 financial years• Supporting evidences to be submitted as provided in the eligibility criteria and technical qualification table.• Copy of tender document, Authority's response to pre-bid queries and addendum or corrigendum with respect to this tender to be signed on every page by the Bidder's authorized representative.• Authorization of signatory in the form of Board Resolution/ Partner's Resolution or Power of Attorney, as applicable.	Form 1 and Form no. 3 to 8.
2	Price Bid (To be submitted online only)	As per indicative format given in the Technical Forms	Form no. 9



- (c) The bidder shall submit Technical bid including original copies of banking instruments towards Tender fee and EMD physically on or before the dates and address specified in the Bid Summary in the following manner;
- i. The DD/BG of the tender fee and EMD shall be inserted in a sealed envelope ascribing 1) Title of the RFP 2) captioned title as "Submission of Tender Fee and EMD" and 3) name of the Bidder.
 - ii. The qualification documents as mentioned in the point 1(B) in the above table shall be inserted in the separate sealed envelope ascribing 1) Title of the RFP 2) captioned title as "Technical Bid" and 3) name of the Bidder.
 - iii. Both the above separate envelopes shall be inserted in a larger envelope ascribing. The envelope shall ascribe 1) Title of the RFP 2) captioned title as "Submission of Tender Fee, EMD and Technical Bid" and 3) name of the Bidder. The larger envelope shall be sealed properly.
- (d) The Price Bid shall be comprised of all the costs associated with Design, including but not limited to design, material, labor, transportation of material and labor, all remuneration for all its staff, accommodation, transportation, site visits (as per requirements), printing of documents and other project related expenditures.
- (e) The Price Bid shall be inclusive all taxes including GST. No additional finance will be provided under any other headings not mentioned in the Price Bid.
- (f) Information for online participation

Internet site address for e-Tendering activities will be [https:// gmddc.nprocure.com](https://gmddc.nprocure.com)

Interested bidders can view detailed tender notice and download tender documents from the above mentioned website.

Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.

Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

M/S (n) code Solution 301, G.N.F.C. Info Tower, Near Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 79 26857316 / +91 79 26857317/ Tel: +91 79 26857318

Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid.



7.2. Signing of Bid

- (a) The bid shall be digitally signed as per the standard norms of nprocure. The proposals must be properly signed as detailed below:
- iv. By the proprietor in case of a proprietary firm
 - v. By the partner holding the Power of Attorney in case of affirming partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
 - vi. By a duly authorized person holding the Power of Attorney through a Power of Attorney or a Board resolution.

8. Rejection of Bids and annulment of the bidding process

- 8.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
- 8.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons
- 8.3. The Authority shall reject a bid if;
- (a) Bids are submitted after the specified date and time as specified in the RFP summary.
 - (b) Bids not signed properly by the Authorized signatory;
 - (c) Bids not submitted in line with the tender clauses and format of submission as directed in the tender document
 - (d) Bids which are submitted without Tender fee and EMD in the form specified in tender;
 - (e) Bids of the bidder who have not submitted the technical and/or price bid online;
 - (f) Bids of the bidder who have made physical submission of the price bid;

9. Pre-Qualification criteria

- 9.1. The Bidder shall be required to meet following pre-qualification criteria.
- (a) Average annual turnover during the last 3 Financial Years, ending on 31/3/2023, should be at least Rs. 52 Lakhs.
 - (b) Experience of having successfully completed similar work during last 7 years ending the last day of the month previous to the Bid Due Date should be either of the following:
 - i. Three completed works similar nature of Part 1 Execution Period. Each project shall not be costing less than the amount equal to 40% of the Estimated Project Cost i.e. Rs. 26.00 Lakhs.
OR
 - ii. Two completed works similar nature of Part 1 Execution Period. Each project shall not be costing less than the amount equal to 50% of the Estimated Project Cost i.e. Rs. 39.00 Lakhs.
OR
 - iii. One completed works similar nature of Part 1 Execution Period. The project shall not be costing less than the amount equal to 80% of the estimate cost i.e. Rs. 52.00 Lakhs.



- (c) Bidder should have team of technical experts for installations as specified in the Form 7 . The bidder shall submit detailed CV of key experts as part of technical submission demonstrating the experience specified in Form 7.
- (d) The bidder shall not be blacklisted by any Government agency/Central Government/State Government/Urban Local Body in India. The bidder is required to submit self-attested anti-black listing certificate as part of technical bid as per the format provided in the RFP .
- (e) Joint ventures and consortium bids will not be allowed.
- (f) Bidder should be Original Manufacturer of Lifts or Manufacturers Authorization technical support certificate required at the time of bidding (During SITC and O&M Period)
- (g) Bidder should have only ISO 9001 Certificate.
- (h) Bidder shall have valid license for erection and maintenance of lifts by chief electrical inspector, Gujarat or any other state/ central Govt of India.
- (i) Bidder must have one office in Gujarat.
- (j) Bidder shall have authorized service station in Gujarat.

9.2. Definition of Similar Nature of Work

- (a) Definition of Similar Nature of work for Part 1 shall be as follows;
“Execution of Lift and MS staircase structure with related civil work done for state/central governments/government undertakings / local government bodies. This should include – interiors, Exterior, Civil, Electrical and the required concept to be executed.”
- (b) Definition of Similar Nature of work for Part 2 shall be as follows;
“Bidder should have experience of AMC for five lifts on hand at the date of this tender.

9.3. The Bidder shall be required to meet above pre-qualification criteria in order to be eligible for financial evaluation as specified further.

10. Deleted

11. Opening and Evaluation of Technical and Price Bids

- 11.1. The technical bid shall be opened online at the office of the Authority at date and time specified in the RFP summary.
- 11.2. The bids shall be evaluated in following Five stages



- (a) **Stage 1: Responsiveness check:** The Authority shall assess the responsiveness of the bid prior to assessment of pre-qualification criteria. The bid shall be considered responsive only if;
- i. The Bid is submitted within the timelines specified in the RFP
 - ii. The Bid consist of Tender Fee and EMD as per the requirement of the RFP
 - iii. The Bid is digitally signed by the Authorized signatory
 - iv. The Bid contents all the information and documents required for evaluation of the bid as per the formats specified in the RFP.
 - v. The Bid is non conditional in nature.
 - vi. Only responsive bids shall be eligible for next stage of assessment of Pre-qualification criteria
- (b) **Stage 2: Assessment of Pre-qualification criteria:** Bidders shall be required to Prequalification criteria as specified in the RFP in order to be eligible for the next stage of evaluation. The bids which are not meeting prequalification criteria shall be not be considered eligible for next stage of evaluation.
- (c) **Stage 3: Deleted**
- (d) **Stage 4: Assessment of Price Bid :**

The Price bids of the eligible bidders shall be opened online only and assessed as per the provisions of the RFP. The work will award the contract to the bidder, whose bid have been determined to be substantially responsive to the bidding documents, and who have offered the lowest evaluated bid price.

- (e) **Stage 5: Deleted**

11.3. The Bidder quoted lowest price shall be considered, Lowest 1 (L1)/Preferred bidder and shall be called for negotiations prior to award of the contract.

12. Correction of Errors in Price Bids

- 12.1. Price Proposals determined to be substantially responsive will be checked by the Authority for any arithmetic errors.
- 12.2. If there is discrepancy between total bid amount and summary of total cost of all components/parts, then the following will be procedure.
- (a) Where there is discrepancy between the rates in figures and in words, whichever is less shall govern.
 - (b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - (c) If the total amount of bid quoted is less than actual summation of cost of all the components/parts as the case may be, then the total quoted amount shall govern and difference between the actual summation and amount quoted shall be considered as a discount.
 - (d) If total amount of bid is more than actual summation of cost of all components /parts as the case may be, then the individual cost of the components/parts shall govern and total amount shall be reduced to actual summation and it shall be considered as mistake into tailing. However, the decision of Authority in this regard shall be final and binding. The amount stated in the Form of bid for Price Bid shall be adjusted by the Authority in accordance with the above procedure for the correction or errors and, shall be considered as binding up on the Bidder. If the Bidder does not accept the corrected amount of bid, its bid will be rejected.



12.3. The sum total of the price quote for the Part 2 of the Scope of Work i.e AMC Cost shall not be less than 20% of the quoted Capital Cost by the Bidder. In case of any findings during assessment of Price bids by the Authority substantiates the inclination or intention of the bidder for front loading of the entire Project Cost, the Authority reserves right to reject such bid summarily.

13. Evaluations and Comparison of Price Bids

13.1. The Authority will evaluate and compare the Price Bids only if they determined to be substantially responsive in accordance with relevant Clause. The Authority's evaluation of a price bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Authority, in the manner and to the extent of the requirement of the Authority.

13.2. The Authority reserves the right to accept or reject any variation or deviation and other factors which are not as per the requirements of the RFP.

13.3. The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

13.4. If the bid of the successful bidder is substantially below the Authority's estimate for the contract, the Authority may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices and their ability to execute. The Authority reserves the right to take the final call in such a situation to accept or reject the bid in case it finds bidder unfit for execution.

13.5. If a discount has been offered in any Price Proposal, such discount will be applied pro-rata against each item, Authority reserves the right to reject, will call for submission of new Price Bid. In order to allow comparison on a common basis, each Price Bid will be carefully scrutinized in accordance with the procedure outlines in relevant Clauses.

14. Selection of Preferred Bidder

14.1. The Bidder obtaining The Bidder quoted lowest price shall be considered, Lowest-1 (L1)/Preferred bidder and shall be called for negotiations prior to award of the contract. The Preferred Bidder shall be called for negotiation as per the provisions of the RFP.

15. Negotiations

15.1. Prior to the expiration period of Bid validity, the Authority shall notify the Proffered bidder in writing by registered letter, /email and invite him to negotiate the Contract.

15.2. Negotiations normally take one to two days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations. The Price Bid is subject to rationalization. Special attention shall be paid to optimize the required outputs from preferred bidder within the available budget and to define clearly the inputs required from the Authority to ensure satisfactory implementation of the assignment.

15.3. The Preferred Bidder shall not be allowed to substitute key staff, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were included in the proposal without confirming their availability, the firm may be disqualified and the process continued with the next ranked firm. The key staff proposed for substitution shall have qualifications equal to or better than the key staff initially proposed.



16. Award of Contract

16.1. After successful negotiations, and prior to the expiry of the bid validity the Preferred Bidder shall be declared as Successful Bidder through issuance of the Letter of Acceptance by the Authority. .. The Successful Bidder is expected to commence the Assignment within 07 days of the signing of the contract. If the Preferred Bidder decides withdraws its participation from the bidding process, the Authority reserve right to 1) confiscate the EMD of the Preferred Bidder and, at its sole discretion, 2) approach second lowest- 2 (L2) bidder to match the L1 prices, only if L2 prices are higher than L1 prices, award the contract or 3) annul the bidder process. In case the L2 agrees to match L1 prices, the Authority reserves right to award full or part of the Project to L2 at its sole discretion.

17. Signing of Agreement

17.1. The Authority within reasonable time shall sign the Agreement with the Successful Bidder as per the format specified as per form 11 of the RFP.

17.2. Prior to signing of the Agreement / Contract, the Selected Bidder shall Performance Security as specified in the Bid Summary.

Sd/-

Managing Committee,

Shyamji Krishna Varma Memorial



Section 3: Scope of Work

The Bidders shall be required to deliver on the Scope of Work during

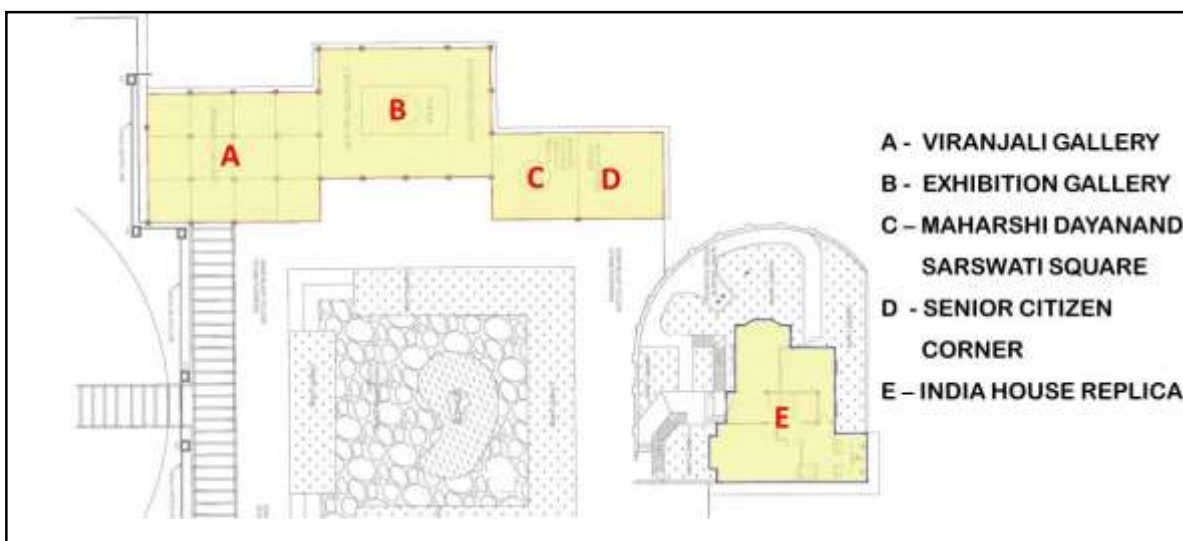
Part 1: Execution Period and

Part 2: AMC Period as described herein below.

1. Scope of Work during Part 1: Project Execution

- A. Heavy-Duty Machine Room Less 20 passenger air-conditioned Lifts
- B. Staircase and Lift Structure with Glass Façade
- C. Fire Exit Door
- D. Air Curtain

1.1 Existing building structure general details:



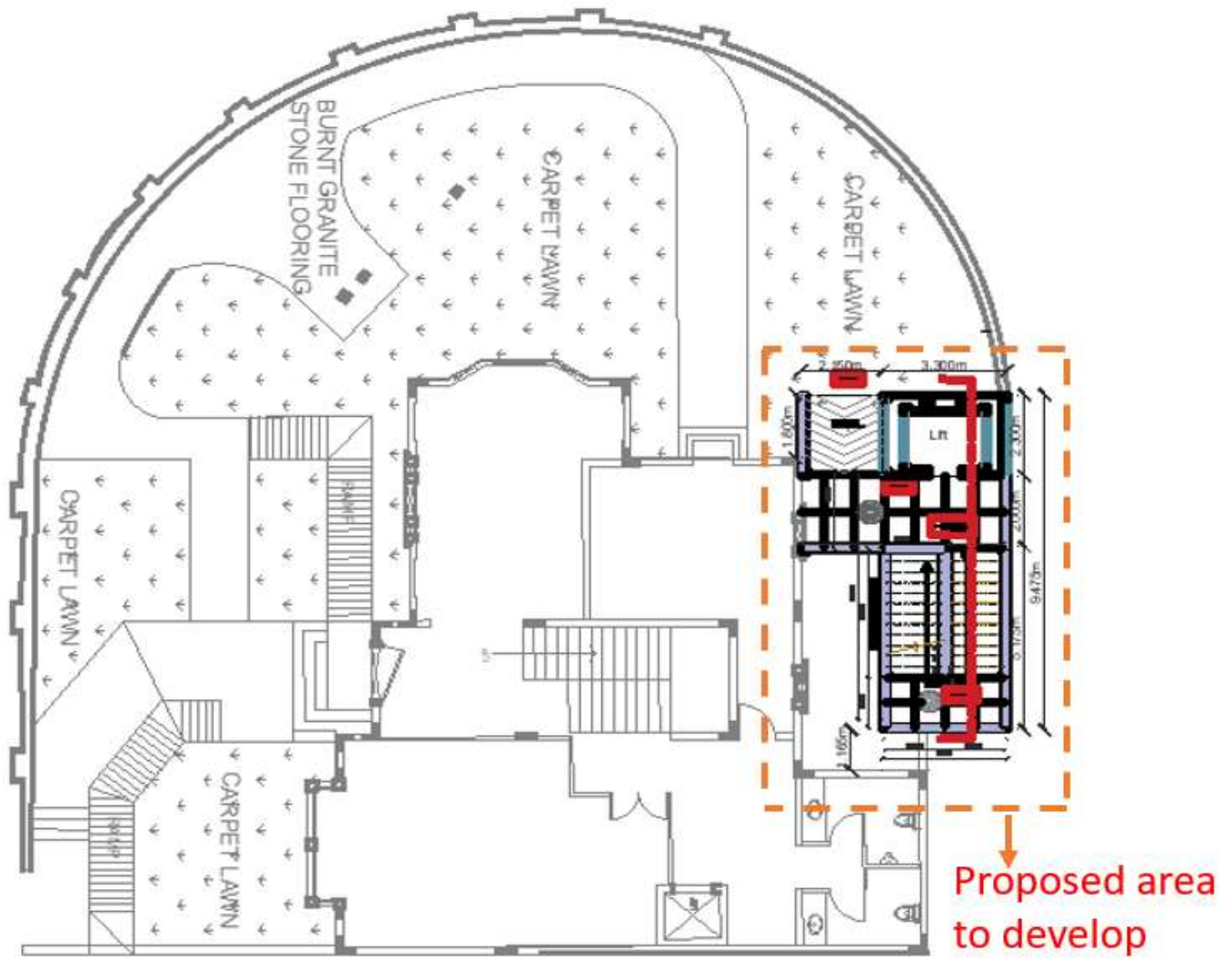
1. install, execute, and operationalize the Lift in INDIA House of SKVM within 2 months from receiving the work order.
2. All required civil repairs, restoration & MEP work will have to be carried out by the successful bidder for the concept proposed.
3. Technical maintenance at site to be provided by successful bidder for at least 5 years from handover.
4. Detailing out the concept, including preparation of design and drawings as per the site requirement which should explain the planning and nature of work, having basic dimensions including, undertaking condition assessment of the site including undertaking the potential and constraints for development and stress factors.
5. Bidder will visit the site and according to concept requirement, he will make list of proposed repairs related to all civil & MEP works.
6. All necessary provisions of MCB, RCCB, Voltage stabilizer for the Lift and its controllers to be considered by the successful bidder however DG set will be provided as required by client for power backup.

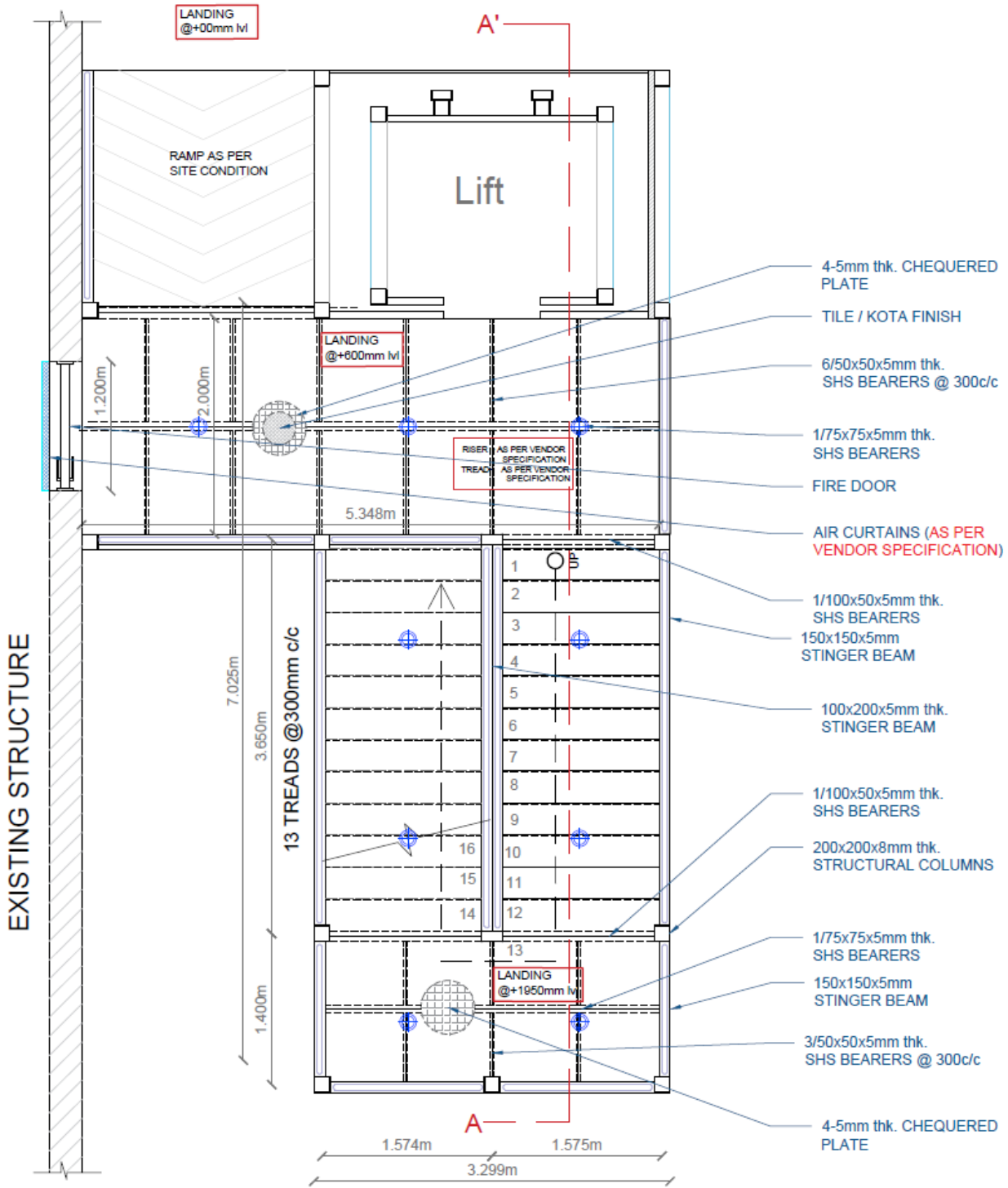


7. The work to be done under this contract consist of providing all materials, labour, construction equipment, supervision, scaffoldings, tools & plants, transportation & storage and all incidental items not shown or specified but reasonably implied or necessary for completion of entire civil works required as per the Bill of Quantities.
8. Tenderer drawings annexed hereto are preliminary and give the nature of work and only for guidance to the tenderers. The work shall be carried out in accordance with drawings to be made available during execution of works.
9. Any order or instructions of the Engineer – in – charge or his duly authorized representative, at site office will be deemed to have been communicated to the contractor at his legal address.
10. Structural, electrical, interior and exterior design and approval are in bidder scope.
11. Required foundation for the staircase and Lift are in bidder scope including excavation, demolition, earth filling, flooring, landscaping and if any civil work required related to the Lift and Staircase.
12. Proposed glass façade on lift, lift cabin and staircase Railing glass work are part of scope of work for successful bidder.
13. Air-conditioner required in Lift, and related electrical and installation work is part of scope of work.
14. Fire door at ground,1st & 2nd floor and air curtain at 2nd Floor of India House are part of scope of work.
15. The Contractor shall calculate and submit to the Authority, a complete electric load requirement. The procedure of upgradation shall be in the scope of the Authority and any required mandatory approvals from electrical inspector are to be managed by the Contractor. The Authority shall provide any assistance required in this regard. An approval for proposed drawings & Single line diagram indicating required power execution from the Authority.
16. The Authority will provide electricity up to their electrical Room, remaining all e laying/underground of cable work and point wiring for Lift power and lights will be in the scope of the successful bidder including the required cable and general light fixture. The Authority shall approve proposed drawings before execution.



(LAYOUT OF INDIA HOUSE)

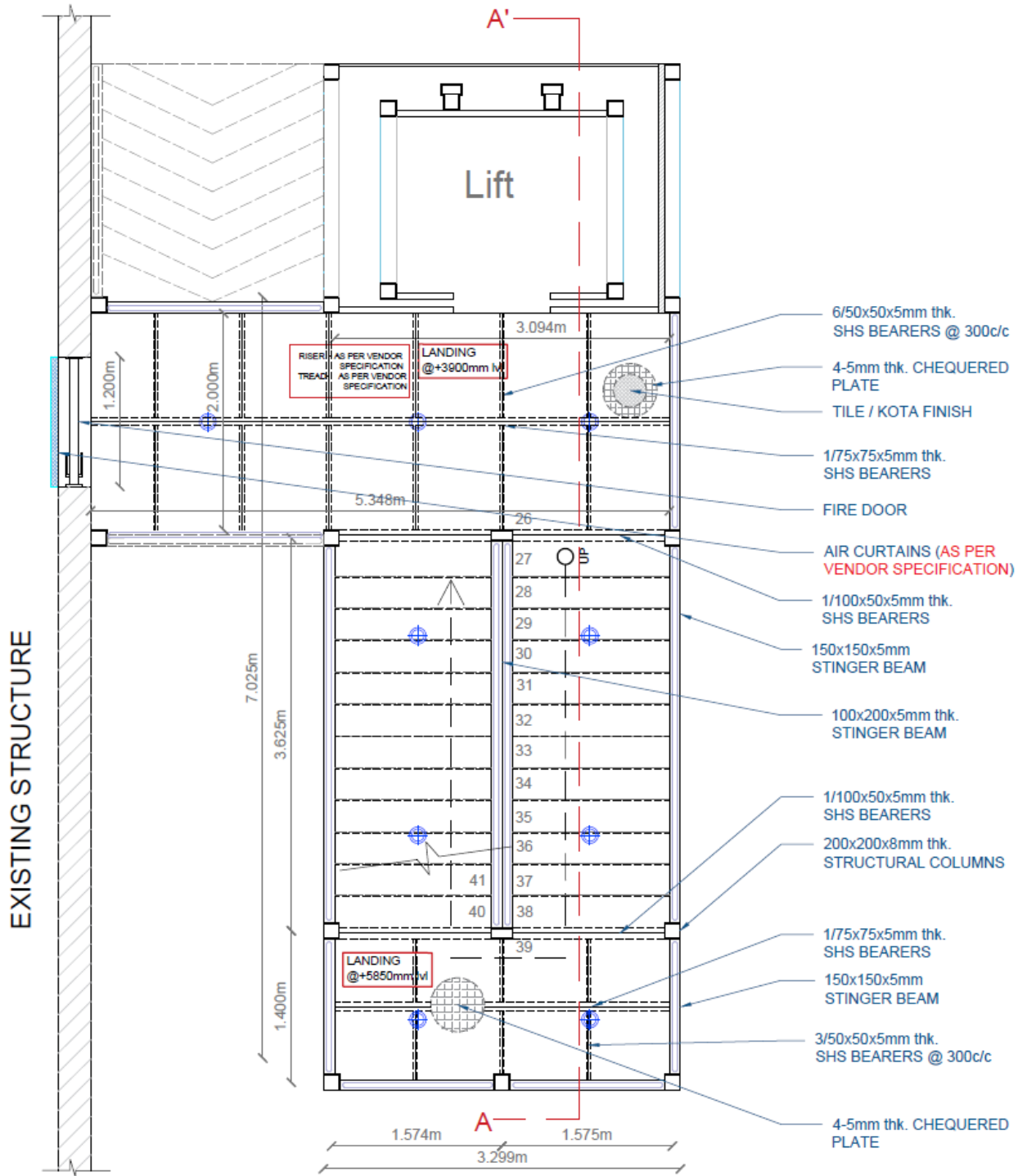




GROUND FLOOR PLAN

STAIRCASE

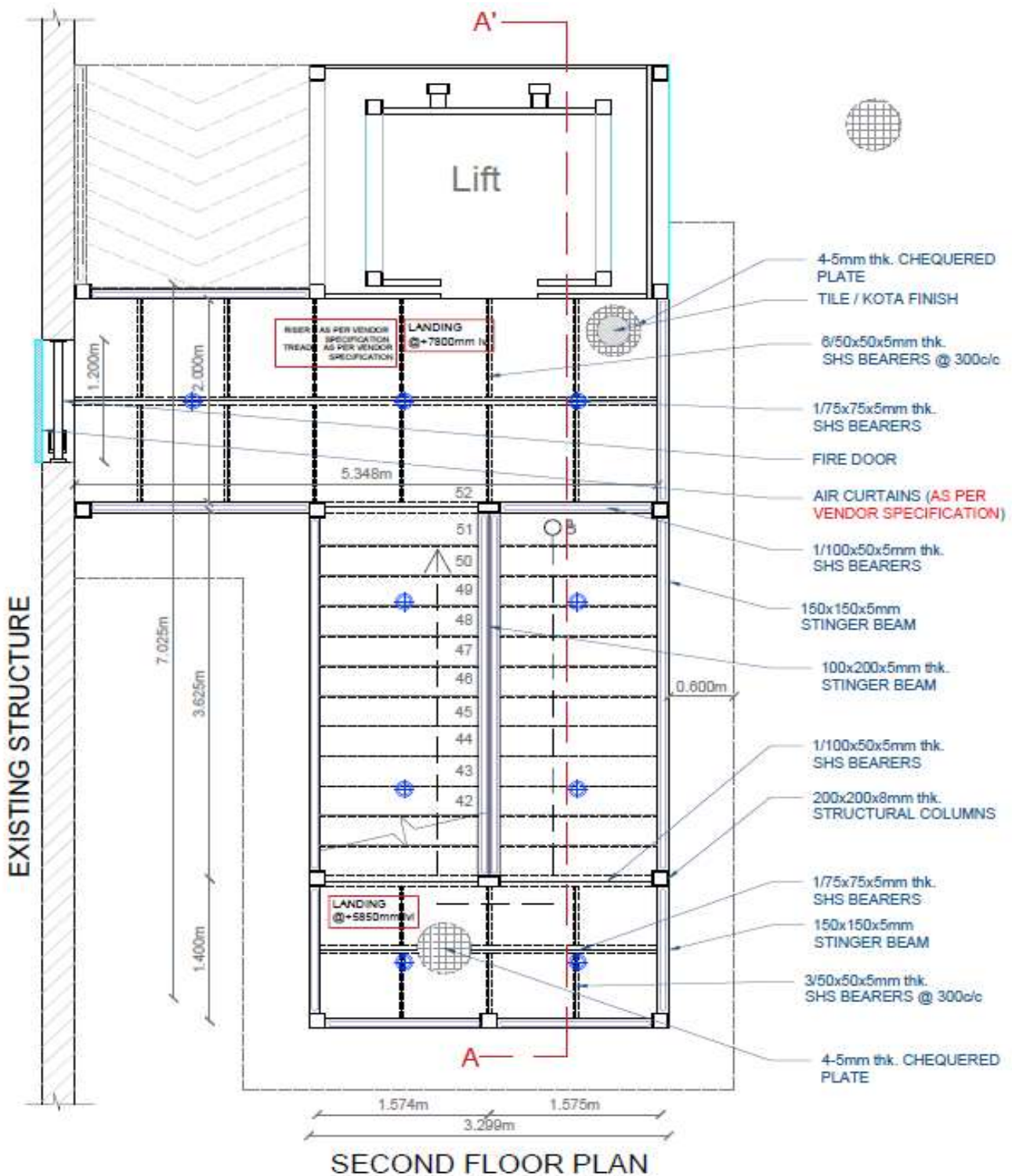




FIRST FLOOR PLAN

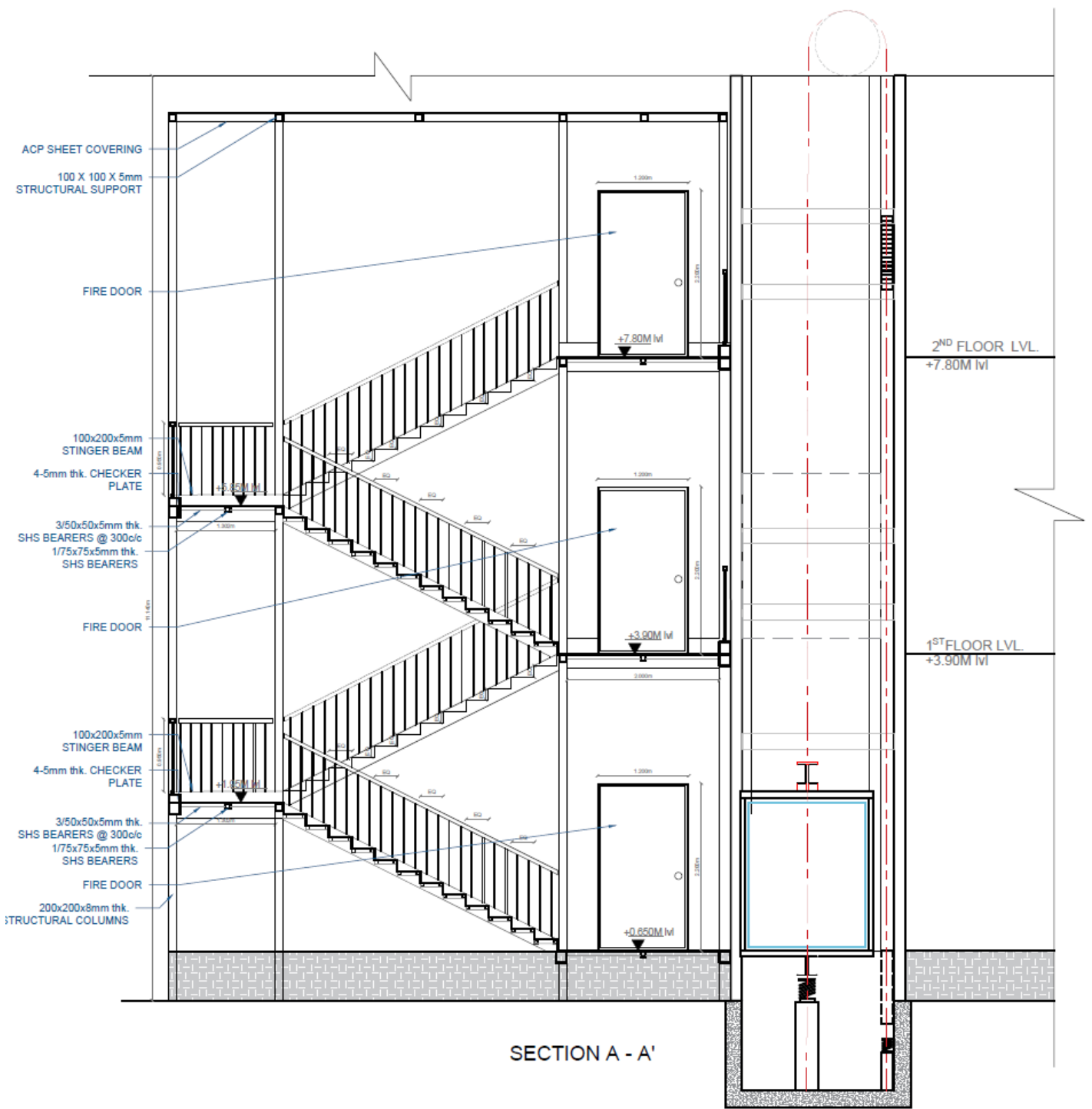
STAIRCASE

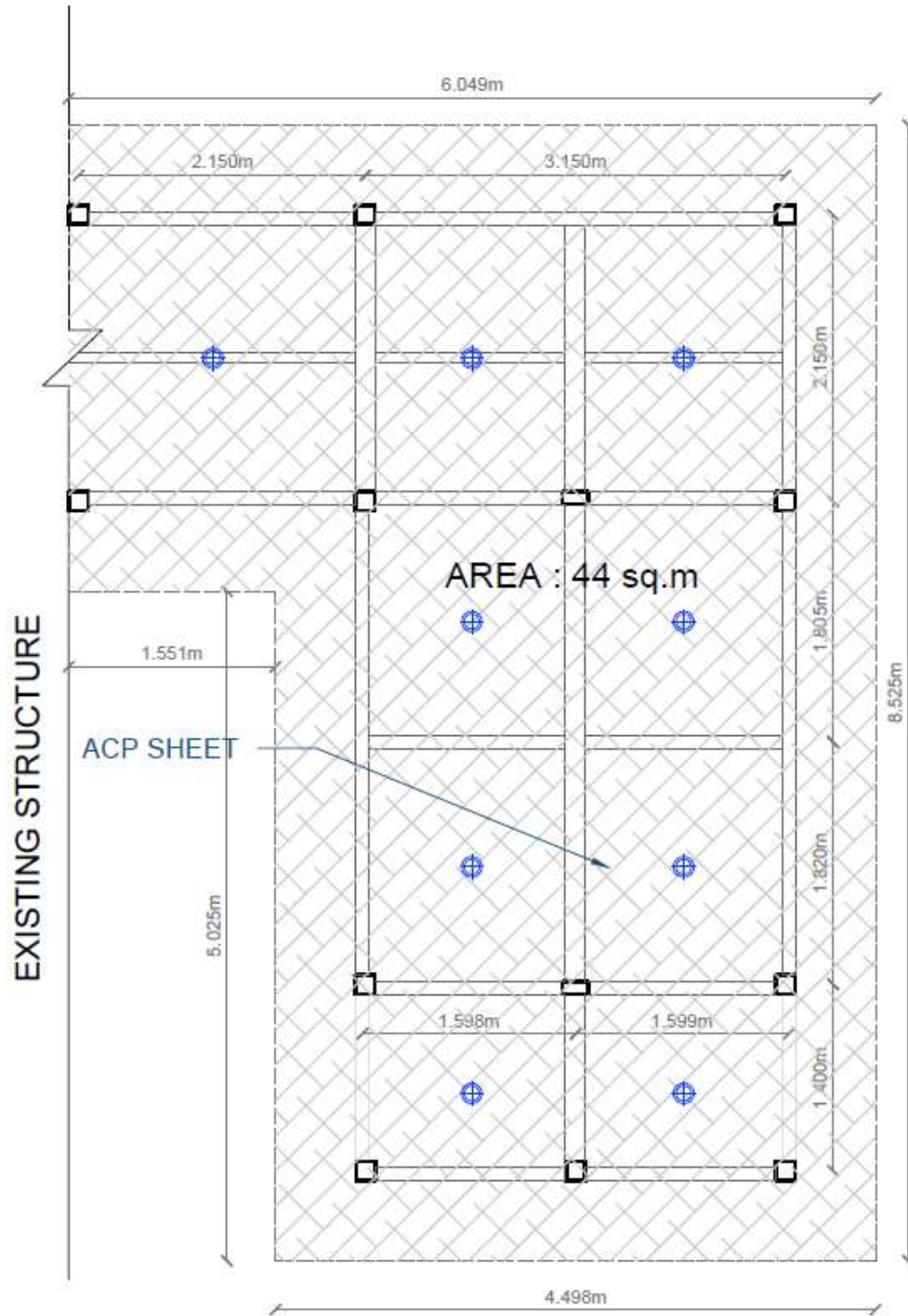




STAIRCASE



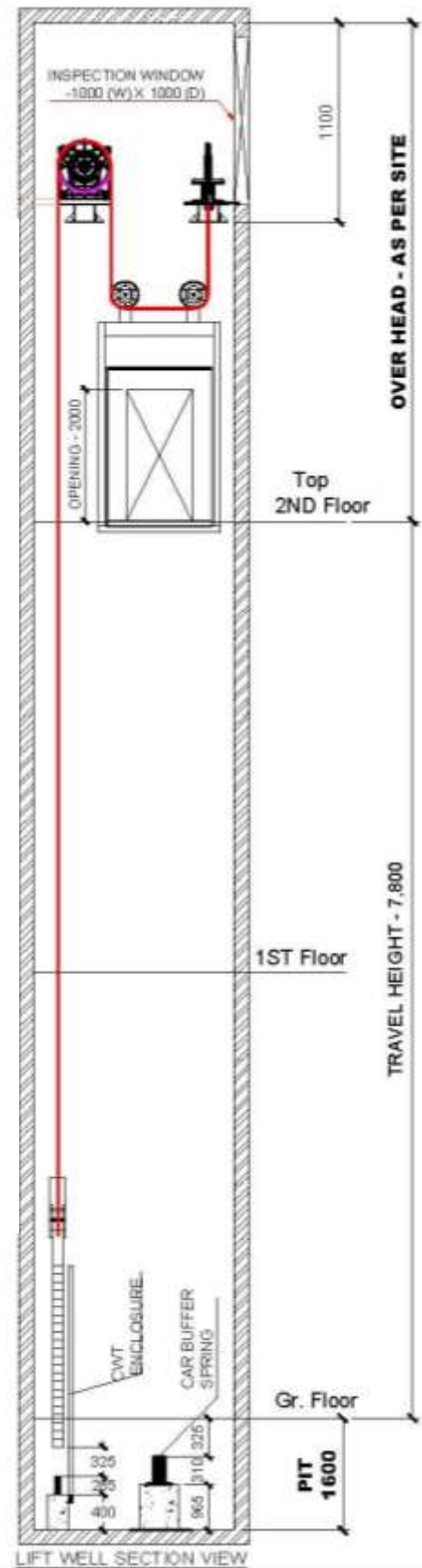
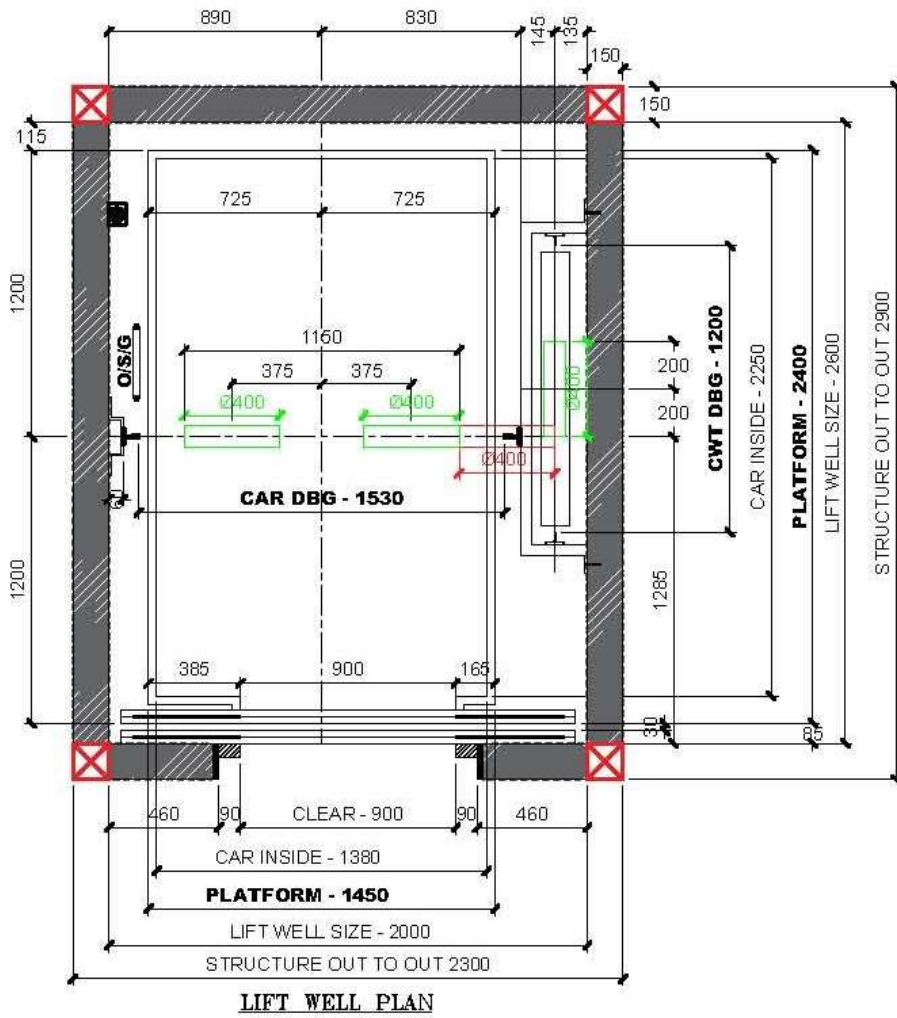




ROOF PLAN

STAIRCASE





2. Scope of Work during Part 2: AMC Period

1. AMC of Lift in India House at Shree Shyamji Krishna Varma Memorial Experiential Centre for 60 months from the date of completion of Part 1 of the Scope of Work.
2. Prepare monthly and annual, routine preventive maintenance and periodic maintenance of the Lift.
3. Details of schedule maintenance/break down shall be entered in the register/service slip & jointly signed by the firm's representative and SKVM representative and shall be carried out in the presence of SKVM representative.
4. Contractor will have to make 12 visits (01 visit per month) during the AMC period. Beside this, any number of breakdown calls will have to be attended. The response time for such breakdown calls shall not exceed 24 hours. Beyond this penalty shall be imposed as per penalty clause.
5. Contractor's mechanic shall reach to the site within 24 hours after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed as per the following slab. Above 24 hours, penalty will be at the rate of Rs. 1000/- per day.
6. Contractor will have to take necessary care and precaution to keep the elevator safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
7. Contractor will have to carry out all customary annual safety tests to examine all safety devices.
8. As it is comprehensive in nature, no payment will be made as an extra for replacement of spare parts etc.
9. No parts or components of the lifts being maintained by contractor shall be removed without prior approval and knowledge of SKVM. Any part to be removed from the lift for repair shall be done after approval of the nominated supervisor.
10. Any damage to SKVM property while carrying out periodical maintenance and attending break down will be contractor's responsibility.
11. Thorough cleaning of control panel machine unit & hoist way with lift car and pit shall be done once in a month. Which SKVM representative shall certify.
12. Lift shall be jointly inspected once in three months or before submission of quarterly bill. Bill shall be forwarded along with the joint inspection report. Items need replacement shall be complied during the next schedule due.
13. The contractor shall fulfill statutory requirement of annual inspection of lift by Inspector of Government. The inspection fees of lift inspector of state Government shall be paid by the contractor.
14. Contractor shall not only attend the failure but also rectify the cause of failure after investigation.
15. Penalty imposed for late reporting, late replacement of defective parts of lift shall be deducted from monthly bill of the firm.
16. AMC bill shall be paid after every month. No advance payment will be paid.



- Lift technical specification

SITC of 20 Passengers MRL Gearless Elevator with big vision glass center opening auto door lift with outside steel structure as per specification.		
1	Quantity	1
2	Type of Elevator	PASSENGER Elevator-MRL GEARLESS
3	Building Height	G+2
4	Passenger	20
5	Load	1360KGS
6	Speed	1.00 mps
7	Control	INTEGRATED CONTROL PANEL
8	Operations	DOWN COLLECTIVE
9	No. of Opening	02 (G+2), same side opening
10	No. of Stop	02 (G+2), Ground and 2 nd Floor only
11	Steel Structure Out to Out Dim.	About 2300mm Wide X 2900mm Depth
12	Hostway Actual on Site	At Present Nil
13	Car Inside	About 1380mm Wide X 2250mm Depth
14	Clear Door Opening	About 900mm Wide X 2000mm Depth
15	Car Flooring	BLUE GRANITE PVC SHEET
16	Landing Entrance	Protected By BIG VISION CENTRE OPENING AUTODOORS WITH OUTSIDE S.S.FRAMING (JINDAL STEEL)
17	Car Enclosure	TRANSPARENT TOUGHENED GLASS CABIN WITH LED LIGHTS, HANDRAIL & BLOWERS
18	Car Entrance	Protected By BIG VISION CENTRE OPENING AUTODOORS WITH OUTSIDE S.S.FRAMING (JINDAL STEEL)
19	Door Operations	AUTOMATIC
20	Machine	9.20KW, MRL GEARLESS+NOISELESS machine
21	Guide Rail	MALE-FEMALE GRINDED (70X65X9) GUIDERAILS
22	Steel Structure	6"X6" M.S.SQUARE PIPES WITH RED OXDIE
23	Power Supply	450V, 3Phase, 50 Hertz AC
24	Position of Machine Room	Not Required (OVERHEAD 17FT REQUIRE FROM THE LAST LANDING LEVEL)
25	Wire Ropes	USHA MARTIN BRAND
26	Installation	Indoor



MAIN FEATURES:		
1	Up-Down Indicator	YES
2	Energy Saving LED Light	YES
3	Fireman switch	YES
4	Emergency Stop	YES
SAFETY FEATURES:		
1	Digital Touch Screen L.O.P & C.O.P	YES
2	Auto Shutoff BLOWERS & LED Lights	YES
3	UPS (Battery Back up) System	YES
4	Voice announcement system	YES

- **Measurement Sheet**

Item No.	Description	No.	L	B	H	Qty.
1	Structural steel work					
	Ground level				Unit wt.	
	SHS 200mm X 200mm X 8mm for columns	17	11.14		46.94	8889.50
	RHS 300mm X 150mm X 8mm for columns	2	11.14		53.22	1185.74
	SHS bearer 75mm X 75mm X 5mm Horizontal (level 0.600m)	1	5.35		10.65	56.98
	SHS bearer 50mm X 50mm X 5mm perpendicular to horizontal	6	2.13		6.73	86.01
	I section as stinger beam 150mm X 150mm X 5mm (level 0.600m)	3	2.13		17.27	110.36
	Chequeres plate (10mm thick) (level 0.600m)	1	5.50	2.50	78.50	1079.38
	1st Flight					
	I section as stinger beam 150mm X 150mm X 5mm	2	4.15		17.27	143.34
	ISA 45 X 45 X 6mm for step supports	24	1.58		4.00	151.68
	Chequered plate for tread (5mm thick)	13	1.58	0.30	42.72	263.24
	Chequered plate for riser (5mm thick)	13	1.58	0.15	42.72	131.62
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	26	0.95		1.98	48.91
	SHS 50mm X 50mm X 3.6mm for top rail	2	4.15		4.98	41.33
	1st Landing					



Item No.	Description	No.	L	B	H	Qty.
	I section as stinger beam 150mm X 150mm X 5mm	2	1.40		17.27	48.36
	I section as stinger beam 150mm X 150mm X 5mm	4	1.60		17.27	110.53
	SHS bearer 75mm X 75mm X 5mm Horizontal (level 1.950m)	1	3.30		10.65	35.15
	SHS bearer 50mm X 50mm X 5mm perpendicular to horizontal (level 1.950m)	3	1.40		6.73	28.27
	Chequered plate for landing base(5mm thick)	1	3.30	1.40	42.72	197.37
	I section as stinger beam 100mm X 200mm X 5mm	2	1.40		19.23	53.84
	I section as stinger beam 100mm X 200mm X 5mm	2	1.60		19.23	61.54
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	21	0.95		1.98	39.50
	SHS 50mm X 50mm X 3.6mm for top rail	1	6.10		4.98	30.38
	2nd Flight					
	I section as stinger beam 150mm X 150mm X 5mm	2	4.15		17.27	143.34
	ISA 45 X 45 X 6mm for step supports	24	1.58		4.00	151.68
	Chequered plate for tread (5mm thick)	13	1.58	0.30	42.72	263.24
	Chequered plate for riser (5mm thick)	13	1.58	0.15	42.72	131.62
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	26	0.95		1.98	48.91
	SHS 50mm X 50mm X 3.6mm for top rail	2	4.15		4.98	41.33
	2nd Landing					
	I section as stinger beam 150mm X 150mm X 5mm	2	2.15		17.27	74.26
	I section as stinger beam 150mm X 150mm X 5mm	2	1.60		17.27	55.26
	SHS bearer 75mm X 75mm X 5mm Horizontal (level 1.950m)	1	3.30		10.65	35.15
	SHS bearer 50mm X 50mm X 5mm perpendicular to horizontal (level 1.950m)	3	2.15		6.73	43.41
	Chequered plate for landing base (5mm thick)	1	3.30	2.15	42.72	303.10
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	15	0.95		1.98	28.22
	SHS 50mm X 50mm X 3.6mm for top rail	2	2.15		4.98	21.41
	I section as stinger beam 100mm X 200mm X 5mm	2	2.15		19.23	82.69
	3rd Flight					
	I section as stinger beam 150mm X 150mm X 5mm	2	4.15		17.27	143.34
	ISA 45 X 45 X 6mm for step supports	24	1.58		4.00	151.68
	Chequered plate for tread (5mm thick)	13	1.58	0.30	42.72	263.24



Item No.	Description	No.	L	B	H	Qty.
	Chequered plate for riser (5mm thick)	13	1.58	0.15	42.72	131.62
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	26	0.95		1.98	48.91
	SHS 50mm X 50mm X 3.6mm for top rail	2	4.15		4.98	41.33
	3rd Landing					
	I section as stinger beam 150mm X 150mm X 5mm	2	1.40		17.27	48.36
	I section as stinger beam 150mm X 150mm X 5mm	4	1.60		17.27	110.53
	SHS bearer 75mm X 75mm X 5mm Horizontal (level 1.950m)	1	3.30		10.65	35.15
	SHS bearer 50mm X 50mm X 5mm perpendicular to horizontal (level 1.950m)	3	1.40		6.73	28.27
	Chequered plate for landing base(5mm thick)	1	3.30	1.40	42.72	197.37
	I section as stinger beam 100mm X 200mm X 5mm	2	1.40		19.23	53.84
	I section as stinger beam 100mm X 200mm X 5mm	2	1.60		19.23	61.54
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	21	0.95		1.98	39.50
	SHS 50mm X 50mm X 3.6mm for top rail	1	6.10		4.98	30.38
	4th Flight					
	I section as stinger beam 150mm X 150mm X 5mm	2	4.15		17.27	143.34
	ISA 45 X 45 X 6mm for step supports	24	1.58		4.00	151.68
	Chequered plate for tread (5mm thick)	13	1.58	0.30	42.72	263.24
	Chequered plate for riser (5mm thick)	13	1.58	0.15	42.72	131.62
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	26	0.95		1.98	48.91
	SHS 50mm X 50mm X 3.6mm for top rail	2	4.15		4.98	41.33
	4th Landing					
	I section as stinger beam 150mm X 150mm X 5mm	2	2.15		17.27	74.26
	I section as stinger beam 150mm X 150mm X 5mm	1	2.05		17.27	35.40
	I section as stinger beam 150mm X 150mm X 5mm	1	5.35		17.27	92.39
	SHS bearer 75mm X 75mm X 5mm Horizontal (level 1.950m)	1	5.35		10.65	56.98
	SHS bearer 50mm X 50mm X 5mm perpendicular to horizontal (level 1.950m)	6	2.15		6.73	86.82
	Chequered plate for landing base (5mm thick)	1	5.35	2.15	42.72	491.39
	SHS 25mm X 25mm X 3.2mm for vertical support of railing	21	0.95		1.98	39.50
	SHS 50mm X 50mm X 3.6mm for top rail	1	6.25		4.98	31.13

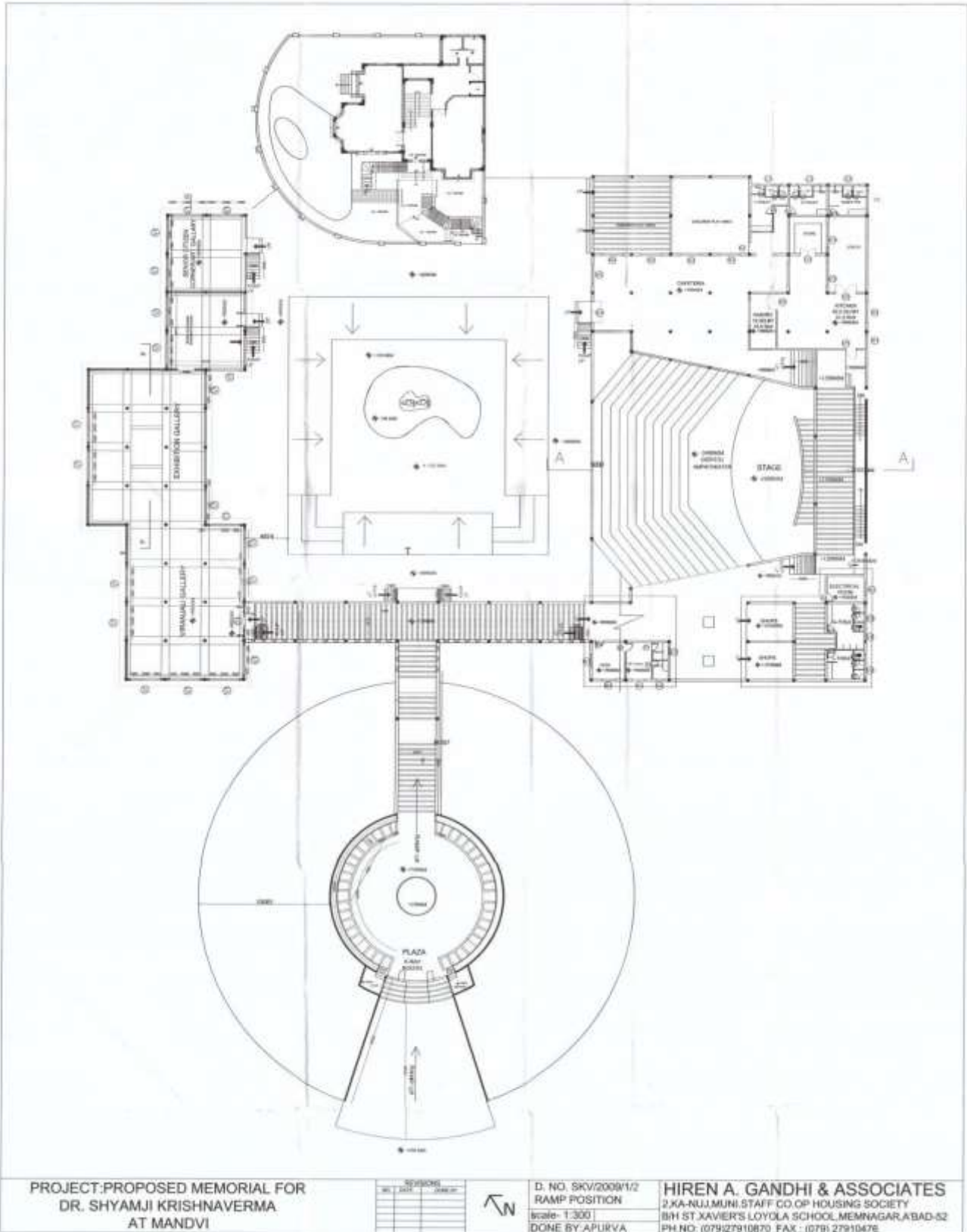


Item No.	Description	No.	L	B	H	Qty.
	I section as stinger beam 100mm X 200mm X 5mm	1	2.15		19.23	41.34
	Roof					
	SHS 100mm X 100mm X 5mm	4	9.50		14.58	554.04
	SHS 100mm X 100mm X 5mm	6	5.35		14.58	468.02
	Total					18353.05
	Add 10% for wastage					1835.30
Total in Kg.						20188.35
2	Kota Flooring at Plinth level					
	Level 0.600m	1	5.50	2.50		13.75
Total in Sqm.						13.75
3	ACP Roof					
	Roof	1	9.50	4.50		42.75
		1	2.75	1.50		4.13
Total in Sqm.						46.88
4	Lift Structure Façade Glass					
	Lift Structure Façade Glass	1	-	-	-	128.00
Total in Sqm.						128.00
3	Staircase Hand Rail Glass					
	Staircase Hand Rail Glass	1	-	-	-	20.00
Total in Sqm.						20.00



Appendix 1 to Section 3

Site



Sheet No. 333
Date: 3/7/2017



Section 4: General Contract Condition

Section 4: General Contract Conditions

1. Concession and Site

1.1. Grant of Concession

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority has granted Concession On DBOT basis to the Contractor to execute the Project. The provisions related to Project execution according to the terms and Conditions set herein are obligatory for the Contractor under this Agreement.

Authority shall retain the title and ownership of the Memorial / site throughout the Contract Period. Such title and ownership of Authority of the Memorial/Site shall not pass to Contractor.

1.2. Acceptance of the Contractor

The Contractor hereby accepts the License and agrees to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

1.3. Activity Site

- a) The Authority hereby undertakes to handover to the Contractor, the physical possession of the Memorial/site for the Project free from encumbrances together with the necessary rights the purpose of execution of Scope of Work in accordance with this Agreement.
- b) If the Authority for whatever reason and at its sole discretion decides to reallocate or change the Activity Site or part of it, the Contractor shall be fully bound to shift his Activity to the newly allotted site without any demur.
- c) Authority shall provide the Contractor right only to enter and to use the site for the purpose better defined in the Agreement.
- d) This Agreement shall not create any tenancy or proprietary rights or any other interest in the Activity including creation of mortgage or lien in favor of a third party. The Authority shall at all times continue to be of the exclusive ownership, control and permission of the Authority.
- e) The Contractor shall not claim any possessory right in the property and upon completion of the tenure, and ensure peaceful, encumbrance free transfer of the Memorial/ Site to the Authority along with assets/intellectual property/structure/installations/equipment/fixtures created/developed as part of the Project.
- f) The Contractor shall be allowed to take all the equipment's that it has brought at its own cost, provided all the dues have been settled with the Authority.



1.4. Use of the Activity Site

The Contractor shall not without prior written consent or approval of the Authority, use the Memorial/Activity Site for any purpose other than for the purposes of the Project and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the Authority. Contractor shall ensure that Memorial site or any part of it is not used for unlawful or anti-social activities are used solely for the purpose of this Agreement during the Contract period.

1.5. Existing Structure and Surroundings of the Activity

The Contractor shall have to ensure that any of Projects related activities during the Contract Period shall not cause any damage to any existing surrounding structure, assets or people. The cost / compensation for any such damages caused by Contractor directly/indirectly or due to negligence shall have to be borne solely by itself.

2. Contract Period

2.1. The Contract Period for the Project shall be as specified in the RFP summary.

3. Performance Security

3.1. The Contractor shall submit Performance Security as provided in the Section 1: Bid Summary before signing of the contract.

(a) The Performance Security shall be valid up to the end of Contract Period if it is in case of BG or FDR

(b) The FDR shall be in the name of the Authority.

(c) The Performance security shall not bear any interest and the Contractor shall not have any claim on the interest on Performance security.

(d) Provided that if the contract is terminated the Performance Security shall, subject to Authority's right to receive amounts, if any, due from Contractor under the contract, be duly discharged and released to Contractor.

3.2. Performance Security shall be confiscated by the Authority in following situations:

(a) Frequent default in timeline and quality of submission.

(b) If Contractor fails to perform its obligations as per contract conditions.

(c) If the Contractor fails to pay the damages, compensation if any, applied on him for breach of performance standards

(d) If the contract is terminated in event of Contractor's event of default.

(e) If the Contractor wants to terminate the contract.

4. Obligations of the Contractor

Following shall be the obligations of the Contractor during entire Contract Period.

4.1. The Contractor shall execute the scope of work and other obligations as per the Agreement as per good industry practice and prevailing standards of the Industry.

4.2. The Contractor shall prepare and obtain approval of the design from the Authority within the timeline specified in the RFP.

4.3. Deleted.



- 4.4. The design of the works shall be energy efficient to the possible extent.
- 4.5. The Contractor shall install and execute all hardware, software and the necessary calibrations for the smooth functioning of the Memorial.
- 4.6. The Contractor shall be fully responsible for any accident/event occurs which involves fatal and non-fatal human injury or damage to the property of Memorial due design, installation and manufacturing defects.
- 4.7. The Contractor shall, at its own cost, obtain all risk insurance cover, including, but not limited to third party claim, workman compensation, perils, fire, theft etc. during entire contract period.
- 4.8. Deleted
- 4.9. In case the performance of the staff provided by the Contractor to Authority is not found satisfactory, The Contractor shall agree to replace such staff forthwith upon intimation by the Authority.
- 4.10. The Contractor shall also ensure that the technical staff deployed at the Memorial shall be of good character, well behaved, skillful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the Authority or its employee. In the event of any complaint received by the Authority against any of the team members of the Contractor, the Contractor shall immediately take remedial action in this regard.
- 4.11. The concerned authorities will notify the Shree Shyamji Krishna Varma Memorial Experiential Centre timings well in advance and staff shall be available before the Shree Shyamji Krishna Varma Memorial Experiential Centre opening time for daily routine maintenance.
- 4.12. The bidder or the staff will not act in a manner derogatory to or inconsistent with the GMDC, AHMEDABAD's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
- 4.13. Minimum warranty period of the electronic hardware supplied shall be at least 12 months from the date of installment on site after that Contractor responsible for the comprehensive O&M period.
- 4.14. The Contractor shall also carry out all activities servicing and preventive maintenance as suggested by the key equipment's manufacturers. The Contractor shall, at its own cost, be responsible for replacement of any Spares parts of the activity during the contract period if not covered under warranty period and even after the warranty period.
- 4.15. In case of any technical snag, Bidder team will be associated for rectification of such snag.
- 4.16. The Contractor shall calculate and submit to the Authority, a complete electric load including all utilities of proposed technologies for final electrical load requirement. The procedure of upgradation shall be in the scope of the Authority and any required mandatory approvals from electrical inspector are to be managed by the Contractor. The Authority shall provide any assistance required in this regard. An approval for proposed drawings & Single line diagram indicating required power execution from the Authority.
- 4.17. The Shree Shyamji Krishna Varma Memorial Experiential Centre would be provided with Electricity, security and housekeeping services by the Authority, however all operations & equipment maintenance of the Memorial space will be in the scope of the Contractor for the duration of 60 months from the date of completion of Part 1 of the Project.



- 4.18. The Service Provider shall adhere to the schedule of implementation as provided in the RFP and implement and execute the Scope of work as provided in the RFP.
- 4.19. The Contractor shall be responsible to manage other utilities except electricity at its own cost in order to execute the Scope of Work and shall make adequate arrangements.
- 4.20. The Contractor shall obtain all necessary permits/approvals from various concerned Departments such as Electrical, firefighting, police department etc. wherever applicable prior to commencement of development work at the Memorial. Such permits/approvals shall be submitted to Authority for its perusal. The Authority shall assist the Contractor for obtaining such permits/approvals. In case of any fees/charges to be paid in connection with the said permit/approval, shall be borne by the Contractor.
- 4.21. The Contractor shall abide by, and strictly follow all statutory rules, labor laws and obtain statutory approvals, clearances & License from Labor dept. etc. as per prevailing regulations as may be applicable such as
- 4.22. The Contractor shall indemnify the Authority from any claim made or damages suffered the Authority by reason of any default on the part of the Contractor, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.

5. Obligations of the Authority

- 5.1. The Authority shall;
- Assist in obtaining any permits or approvals requirement for execution of the scope as per the RFP
 - Grant timely approval of the design and other development milestones as provided in the RFP.
 - Provide housekeeping and security services at the Memorial during the entire contract period.
 - Provide uninterrupted electricity at the Memorial and bear all the expenses pertaining to electricity consumed by the Contractor in execution of the scope of work.
 - Provide maintenance room with basic amenities to the Contractor.
 - Collect and retain all the revenue that would be generated in form of visitor fees from the Memorial.
 - Make timely payment to the Contractor for the milestone achieved as per Part 1 of the Scope of work and make equal monthly payment during AMC period as per the provision of the RFP.

6. Timelines for Deliverables and development Milestones

- 6.1. The Contractor shall adhere to the timeline specified here in below for deliverables and development milestones in order to achieve timely execution of the Scope of Work.

Sr. No.	Deliverables and Development Milestones	Completion Schedule from the Date of issuance of LOA ("T")
1	Submission of Design for approval	T+10
5	Procurement	T+20
6	Site Execution	T+50
7	Installation, Testing and Commissioning	T+55
8	Completion Certificate	T+60

- 6.2. The Authority shall endeavor to provide acceptance and approval for each stage speedily subject to satisfactory execution of the above milestones by the Contractor.



- 6.3. In case of non-adherence to the above timeline for the reasons not attributable to the Authority, the Authority shall collect pre estimated liquidated damages from the Contractor as specified in the RFP. However the overall delay in the above deliverables and delivery milestones shall not exceed 30 days in addition to the scheduled completion of T+60 days. In case of the delay in completion is in excess of 15 days, it shall be considered as Contractor's event of default.
- 6.4. The above timelines shall be adjusted accordingly by the Authority, in case of any delay in achieving above milestones due to reasons attributable to the Authority. The pre-estimated liquidated damages shall not be applicable to the event specified in this clause.

7. Approvals and Monitoring

- 7.1. The Authority shall appoint a Project Management Consultant (PMC) for the purpose of acceptance and approval of the design and other development milestones.
- 7.2. The role of the PMC shall be as follows;
- (a) Evaluation, acceptance and approval of the design, Drawings, Layouts and Bill of Quantity (including quantity and cost of each item) thereof.
 - (b) Monitoring, inspection, acceptance and approval of development of the Project
 - (c) Approval of the running bills and final bills submitted by the Contractor for Part 1 and Part 2 of the Scope of Work.
 - (d) Issue Completion Certificate for each deliverable and development milestones for Part 1 of the Scope of Work and Final Completion Certificate for Part 1 of Scope of Work ("Final Completion Certificate") after satisfactory assessment of the final set up and development.
 - (e) Monitor performance evaluation of the Contractor during the AMC Period.
- 7.3. The Authority shall principally monitor the progress of the project and performance of the Contractor during the AMC Period in consultation with PMC, daily inspection by its officials stationed at Memorial and random site visits by the representatives of the Authority. The Authority shall be entitled to;
- (a) Summon meeting of the key personnel of the Contractor on time to time basis with reference to evaluation and monitoring of the Deliverables and Development Milestones.
 - (b) Demand additional information, justification and clarifications from the Contractor in any component of the deliverables and development milestones to the satisfaction of the Authority.
 - (c) Suggest modification/alternation in the concept and design if it is in the interest of the project and the Memorial within the permissible deviations as per the RFP.
 - (d) Provide remedial measures in case of non-performance by the Contractor and about levying pre-estimated liquidated damages and termination of contract based on the gravity of the situation.
- 7.4. Deleted
- 7.5. The Authority shall approve all the running bills and final bills of the Contractor against submission of measurement book and other supporting documents as provided in the RFP.

8. Permissible Variations

- 8.1. In case of any variation in approved quantity and price of item with respect to approved design by PMC shall be limited to maximum ± 20 percent, however the variation for the total quantity and price should not be varied in excess of ± 1 percent of the approved BOQ by the PMC



- 8.2. However such variation, attributable to the Contractor, may be permitted by the Authority only subject to supply of prudent justifications by the Contractor in this regard.
- 8.3. Any quantity or price variation arising out of suggestions made by PMC in the design shall be permitted by The Authority within the limits specified in this clause.
- 8.4. In case of reduction in the Capital Cost due to price or quantity variation, the Authority reserves right to reduce the approved capital cost for the project and recover such amount from the Contractor if the variation is applicable to already completed milestones.
- 8.5. The Authority shall, without any prejudice to the Contractor, shall consider upward variation up to 10 percent in the total estimated cost during AMC Period.

9. Payment terms

- 9.1. The Authority shall release the payment to the Contractor for the Part 1 of the Scope of Work in the following manner.

Sr. No.	Deliverables and Milestones	Payment upon completion of Milestone (% of Total Approved Capital Cost)
1	Approval of submitted Design and Drawings	15.00%
2	Payment against project completion;	
3	Completion of project equivalent to 25% of the Total Approved Capital Cost	15.00%
4	Completion of project equivalent to 50% of the Total Approved Capital Cost	15.00%
5	Completion of project equivalent to 75% of the Total Approved Capital Cost	15.00%
6	Completion of project equivalent to 100% of the Total Approved Capital Cost	15.00%
7	Testing, Commissioning, and receiving of completion Certificate	15.00%
8	Completion Certificate	10.00%
	Total	100.00%

- 9.2. The Contractor shall submit running bill/invoice for Part 1 of the Scope of work within 10 days of the submission/completion of each deliverable and development milestones to the Authority along with measurement book and other supporting documents. The Authority shall, after assessment of supporting documents and site inspection, release the payment towards the running invoice subject to deduction of retention money, applicable liquidated damages and other applicable statutory deduction such as TDS within 15 days from the date of receipt of the running bill/invoice.
- 9.3. The Contractor shall submit the running bill for AMC Cost quoted as per the RFP of the equivalent amount for 60 months.
- 9.4. The running bill for a the completed month during the AMC period shall be submitted within the first 7 days of the next month along with all the supporting documents including salary slips of the resources deployed by the Contractor. The Authority shall, after assessment of supporting documents and site inspection, release the payment towards the running invoice subject to deduction of applicable liquidated damages and other applicable statutory deduction such as TDS within 15 days from the date of receipt of the running bill/invoice.



- 9.5. Retention money shall be refunded to the Contractor as specified in the Bid Summary.
- 9.6. No price escalation shall be provided in the monthly payment to the Contractor during the AMC Period.

10. Liquidated damages

- 10.1. In case of delay in any deliverable and development milestones for Part 1 of the Scope of Work specified in the RFP, the Authority, without any prejudice to the Contractor, shall levy liquidated at Rs. 5,000 per day of delay. The Liquidated Damages shall not exceed 10% of the amount of Performance Security. A continuous delay in achieving scheduled completion timelines and liquidated damages for delay exceeding the limit specified above, shall be considered as Contractor's event of default.
- 10.2. The Authority shall review the performance of the Contractor during the AMC Period as per the service levels defined in the appendix 1 to the section 4. The Liquidated Damages shall not exceed 10% of the amount of Performance Security. A continuous non- performance on achieving desired service levels and liquidated damages for non - performance exceeding the limit specified above, shall be considered as Contractor's event of default.
- 10.3. A Liquidated Damage of Rs. 5,000/- per default shall be levied in case the vendor or their head fails to attend the meeting of SKVM Managing Committee/ any committee/ nodal officer appointed by SKVM Managing Committee and intimation of this when conveyed to them either by written/ telephonic/ through internet or SMS communication. The competent authority for levy of penalty on default shall be SKVM Managing Committee C/o GMDC Ltd Ahmedabad.

11. Ownership of Intellectual Property

- 11.1. The ownership of the all design, drawings, software and any other intellectual property developed under the Project shall be with the Authority.

12. Sub-Contracting

- 12.1. The Contractor can sublet/sub contract only the works related to Part 1 of the Scope of Work. In case of any subletting of the works, the all the responsibilities for execution of the work shall lie with the Contractor only. The Contractor shall be sole principal to its sub-contractor.

13. Indemnity:

- 13.1. The Contractor shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person/animal or damage to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by the Contractor of any covenant representation or warranty or from any act or omission of the Contractor or his agents or employees.

14. Confidentiality:

- 14.1. The Contractor shall agree not to disclose to any third party or use confidential information of the other which each learns during the course of the Contract.
- 14.2. The Contractor shall not disclose or disseminate any data/information pertaining to the memorial without prior permission to any person other than those employees of Authority, or its affiliates, who have a need to know it in order to organize the event on behalf of the Authority.



14.3. The provisions of Confidentiality in respect of Confidential Information shall not apply to the extent that such Confidential Information is:

- (a) Already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party,
- (b) Subsequently learnt from an independent third party free of any restriction and without breach of the Contract;
- (c) Is or becomes publicly available through no wrongful act of the Receiving Party or any third party;
- (d) Is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party and without the participation of individuals who have had access to Confidential information of the Disclosing Party; or
- (e) Is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- (f) The Receiving party will ensure that all their employees who are provided access to the Disclosing Party's Confidential Information, shall sign confidentiality agreements with the Disclosing party incorporating the same restrictive conditions as are set out in this clause, if so required by the Disclosing party. The confidentiality obligations in terms of this clause shall survive for the term of this arrangement and for a period of two years thereafter.

Event of Default

14.4. Contractor's Event of Default

- (a) The Contractor fails to completed deliverables and development milestones even after exhaustion of incidence of Liquidated Damages and remedial period.
- (b) Non improvement in performance after issuance of notices more than three times by Authority, exhaustion of incidence of Liquidated Damages and remedial period
- (c) Any representation made or warranties given by the Contractor under this RFP is found to be false or misleading.
- (d) A voluntary winding up of the Contractor or petition of bankruptcy filed by the Contractor.
- (e) The Contractor suspends or abandons the Work allotted without the prior consent of Authority.
- (f) The Contractor repudiates the agreement or otherwise evidences an intention not to be bound by it.
- (g) The Contractor is otherwise in Material Breach of the agreement or commits a default in complying with any other provision of the RFP document.

14.5. Authority Event of Default.

- (a) Authority repudiates this work or otherwise evidences an intention not to be bound by it.
- (b) Authority or any Governmental Agency has an act of commission or commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Service Provider.

14.6. Force Majeure

- (a) For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.



15. If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract rendering performance of obligations impossible because of any Force Majeure event which include acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.

16. Termination Payment

16.1. In Case of termination of the Agreement due to Contractor's Event of Default the Authority shall be entitled to forfeit the entire amount of Performance Security and take peaceful and encumbrance free possession of the Memorial/site from the Contractor as per the provision of the Agreement. No other payment shall be made with pursuant to this clause.

16.2. In Case of termination of contract due to Authority's event of default the Contractor shall be entitled to receive entire amount of performance security after deduction to any damages payable and any residual payments to made by the Authority for completed task under this Agreement. Authority shall take peaceful and encumbrance free possession of the Memorial/site from the Contractor as per the provision of the Agreement

16.3. In Case of termination of contract due to any Force Majeure event, the Contractor shall be entitled to receive entire amount of performance security after deduction to any damages payable and any residual payments to be made by the Authority if any under this Contract. Authority shall take peaceful and encumbrance free possession of the Memorial/site from the Contractor as per the provision of the Agreement

17. Dispute resolution

17.1. In case of any dispute, both parties would endeavor to resolve amicably. In case of disputes not being resolved amicably, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Ahmedabad and its language shall be English.

17.2. The Contract shall be construed and interpreted in accordance with and governed by the laws of India. The Courts at Ahmedabad shall have jurisdiction over all matters arising out of or relating to the Contract.

Appendix 1: Desired service levels during AMC Period and Pre-estimated Liquidated damages.

Sr. No.	Incident	Liquidated Damages per incident (Rs.)
1	Non-operation of Shyamji Krishna Varma Memorial Experiential Centre due to non-working of Lift	Contractor's mechanic shall reach to the site within 24 hours after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed as per the following slab. Above 24 hours, penalty will be at the rate of Rs. 1000/- per day.

Section 5: Technical and Price Bid forms

1. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner.
2. Some of the forms will require attachments. Such attachments should be clearly marked



3. Form 1: Forwarding Letter

(On the letterhead of the Bidder)To
Managing Committee Shree Shyamji Krishna Varma Memorial,
C/o GMDC Ltd., Khanij Bhavan, 132ft Ring Road, Ahmedabad-380052

Sub: Submission of Bid for Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj.

Dear Sir

We the undersigned, offer to provide services for the captioned tasks. We are hereby submitting our Bid, which includes this Technical Bid and a Price Bid submitted online at <https://gmdc.nprocure.com/>. General information of our firm is enclosed with this letter.

If our Bid is accepted, we undertake to initiate the services related to the assignment immediately up on issuance of LOA.

We understand that you are not bound to accept any bid you receive or may cancel or postpone the Selection Process without assigning any reason.

Sincerely

Authorized Signatory:

Name and Title of the Signatory:

Name of the Firm:

Address:

Contact Details



General Information:

Where the Applicant proposes to use sub-Contractors for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist sub-contractors.

1	Name of firm:	
2	Type of firm: Proprietary/Partnership/Pvt. Ltd./ Public Ltd/NGO	
3	Head office address: Whether Owned or Rented?	
4	Local office address (if any): Whether Owned or Rented?	
5	Local office address (if not): Whether you have submitted undertaking?:	
6	Mobile:	Contact:
7	Landline:	Contact:
8	Facsimile:	Contact:
9	E-mail:	
10	Place of incorporation /registration:	Year of incorporation/registration:
11	Main lines of business:	Since:
	1.	Since:
	2.	Since:
	3.	Since:
12	GST Registration certificate	

Note: Supporting Government document / copy of company registration required for year of incorporation.



Form 2: Format of Bank Guarantee towards EMD/Bid Security

This Deed of Guarantee is made on this _____ day of _____, 2022 at _____ by _____ a Nationalized Bank/Scheduled Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, _____ (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of _____ having Office at _____ hereinafter referred to as "Authority" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the Authority undertook the process of competitive bidding in order to Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj for which purpose Authority issued RFP document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Proposal dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) If the Bidder withdraws or modifies his Bid during the period of Bid validity specified in the RFP; or
- (2) If the Bidder refuses to accept the correction of errors in his Bid ; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by Authority, or
- (4) if the Bidder, having been notified of the acceptance of his bid by the Authority during the period of Bid validity and the Bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to authority a sum of Indian Rupees without any protest or demur and upon receipt of first written demand from Authority, without having to substantiate his demand, provided that in his demand Authority will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity or as it maybe extended by the Proposer on a written request by the Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Ahmedabad and Indian Law shall be applicable. The

claim in respect of this Bank Guarantee shall be admissible at any of our Ahmedabad Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.



Signed and delivered by the

Above named _____ Bank by/its

Authorized Signatory as authorized by Board

Resolution passed on _____/

Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.



Form 3: Format for Self - Declaration non-blacklisting.

Anti-Blacklisting Declaration (Self declaration)

I M/s(Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in providing Consulting / Advisory Services of any kind, either individually or as member of a Consortium as on the_-(Proposal submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 2022

Name of the Proposer
Signature of the Authorized person
Name of the Authorized Person



Form 4: Format of Power of Attorney

Dated:

Managing Committee Shree Shyamji Krishna Varma Memorial,
C/o GMDC Ltd., Khanij Bhavan, 132ft Ring Road, Ahmedabad-380052

Dear Sir,

REF: Your Tender Ref.:

<Proposer's name> hereby authorizes <Designated Representative's name> to act as a representative of <Proposer's name> for the following activities vide its Board Resolution (and Power of Attorney if applicable)¹ attached herewith.

To attend all meetings conducted by the Authority and shall discuss, negotiate, finalize and sign any Proposal or agreement and contract with Authority related to RFP.

Yours faithfully,

<Signature and Name of appropriate authority of the Bidder>

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >

Encl: Board resolution for Authorized signatory

In case the Signatory to the bid is not directly authorized through a Board/Partners Resolution of the firm, then the Power of Attorney vesting relevant powers to the Signatory should be attached. The purpose is to trace the authorization to a Board/Partner's Resolution.



Form 5: Audited Financial Statements:

(To be signed and stamped by registered chartered accountant)

The audited Turnover of M/s _____ for last three financial years are as follows;

Year	Turnover (Rs. Lakh)
2019-20	
2020-21	
2021-22	
Average	

Sealed and Signed by the Statutory Auditor along with Registration Number.



Form 6: List of important similar work in last 5 years

Please finish in formation about the relevant Event completed over the last five years.

Sr.No.	Name of Organization	Department	Location and description of project	Value of contract	Value of completed and certified
1	2	3	4	5	6

NOTES:

1. Each of the listed projects/experience shall be supported with the copy of Work Order/Agreement
2. Attested satisfactory completion certificate from the organization indicating the scope of work and magnitude of work.
3. Atleast10Photographsofthesimilarexecutedshallbeattached.
4. Non-disclosuresofanyinformationintheschedulewillresultindisqualificationofthefirm.



Form 7: Key Personnel qualification:

- The bidder will provide adequate support staff as required to undertake the assignment.
- Successful bidder is responsible for deployment of minimum manpower/resources as requested in this RFP.



Form 8: Curriculum Vitae for Key personnel

Sample Data is filled in to give an indication of how the CV should be written out.



Form 9: Format for Price Bid

(To be submitted online only)

Part 1: Price Bid

Price Bid quoting Rate inclusive of all taxes including GST, for Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj. as under:

Sr. No.	Description of Work	Rate in Rs. (Inclusive of all taxes including GST)
1	Estimated Cost of the project(CAPEX)	
2	Estimated cost of AMC (OPEX)for5years	
3	Total estimated Project Cost (Sr, 1 + Sr, 2)	

1. We acknowledged that Total estimated project cost quoted by us in Sr. no. 3 above shall be considered for evaluation of price bid.
2. The block cost estimate of the capital cost is provided as per the format provided in the Price Bid.
3. We acknowledge that above rates are inclusive of all taxes including GST. The Authority is not liable to pay any claim for taxes over and above the quoted rate.
4. We acknowledge that payment for O&M cost on monthly basis shall be paid by the authority in 60 equal installments. No escalations in the O&M cost during the contract period shall be applicable.
5. We undertake that Bid is accepted to commence the works immediately on the issuance of the contract, and to complete the whole of the Works comprised of the Works comprised in the Contract within the time stated in the document.
6. We agree to abide by this Bid for the period of 150 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We understand that you are not bound to accept the lowest or any tender you may receive.



Form 10: Format of Bank Guarantee for Performance Security

To,

Managing Committee Shree Shyamji Krishna Varma Memorial, C/o
GMDC Ltd., Khanij Bhavan,
132ft Ring Road, Ahmedabad-380052 Date

.....

- i) This Deed of Guarantee made this day of _____ 2022 between Bank of _____ (hereinafter called the "Bank") on the one part, and * _____ (hereinafter called "the Authority") of the other part.
- ii) Whereas authority has awarded the Contract for (Description of Item). (Hereinafter called the Contract) to: _____ (Name of Service Provider) (hereinafter called the Service Provider).
- iii) AND WHEREAS the Service Provider is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
- iv) NOW, WE THE UNDERSIGNED _____ (Name of Bank) _____ do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____ only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Service Provider. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority any money so demanded notwithstanding any dispute raised by the Service Provider in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of _____ (Duration in days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least days/months longer than the anticipated expiry date of the Warranty period or Annual Maintenance Contract (as the case may be) as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- vii) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Service Provider or if the Service Provider fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Service Provider.
- viii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.
- ix) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.



- x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Service Provider of its obligations under the Contract and/or as demanded by the Authority.
- xi) The claim in respect of this Bank Guarantee shall be admissible at any of our Ahmedabad Branches
- xii) The expressions "the Authority", "the Bank" and "the Service Provider" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 20__ being
Herewith duly authorized.

For and on behalf of the _____ Bank

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered

For and on behalf of the Bank

By the above named _____

In the presence of:

Witness 1.

Signature

Name Address

Witness 2.

Signature

Name Address



Form 11: Format of Agreement

Draft Agreement for Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj.

PRELIMINARY

THIS AGREEMENT is entered into on this the _____ day of _____, 20_____

BETWEEN

Managing Committee Shree Shyamji Krishna Varma Memorial, is a _____, and having its registered office at GMDC Ltd ,Khanij Bhavan, 132ftRingRoad, Ahmedabad-380052 (hereinafter referred to as "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part; **AND** _____, a company/partnership firm/Private Ltd/ Ltd incorporated under the provisions of _____ Act, _____ and having its registered office at _____ (hereinafter referred to as the "Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- A. Authority wishes to appoint a Contractor to carryout **Design, Supply, Installation, Testing & Commissioning of Heavy-Duty Machine Room Less 20 passenger Lifts and Staircase with 5 years AMC at Shree Shyamji Krishna Varma Memorial Experiential Centre at Mandvi, Kachchh Bhuj.**
- B. Authority had accordingly invited proposals by RFP dated _____ (the "RFP") to select suitable parties through open competitive Proposal process. The Authority had prescribed the technical and commercial terms and conditions in its RFP document for selection of the Contractor for above task.
- C. After evaluation of the bids received, Authority accepted the Proposal of the M/S _____ and issued its letter of acceptance dated _____ (hereinafter called the "LOA") to Contractor, requiring, inter alia, the execution of this Agreement.
- D. The Authority has accordingly agreed to enter into this Agreement with Contractor for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Meaning of this Agreement

This Agreement shall constitute a contract between the Authority and the Consultant under the Indian Contracts Act, 1872. The Agreement shall clearly and expressly constitute the following:

1. Main body of this Agreement;
2. RFP document dated _____ including;
3. Addendum and Response to Queries dated _____
4. Contractor's Bid;



5. LOA dated_____.
6. Performance Security.
7. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement or by way of revised or improved understanding of any terms of the Agreement as appended herein.

Above mentioned documents shall be deemed to form and be read and construed as part of this Agreement, and attached as Annexure to this Agreement.

Notices

Unless otherwise stated, notices to be given under this Agreement and the RFP including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to **Authority:**

Phone: 079-_____

If to the **Contractor:**

.....

Phone.

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- i. In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- ii. In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
 SIGNED SEALED AND DELIVERED:



SIGNED, SEALED AND DELIVERED

For and on behalf of Authority by:

(Signature)

(Name)

(Designation)

(Address) (Phone

No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of Contractor by:

(Signature)

(Name)

(Designation)

(Address) (Phone

No.)



Form 12: List of Approved Banks

Finance Department, Government of Gujarat's GR No: EMD /10/2021/7729/DMO dated 12/04/2021 specified list of Approved Banks as follows.

Acceptance of Bank Guarantee as
Security Deposit and Earnest Money
Deposit.

Government of Gujarat

Finance Department

Corrigendum No.: EMD/10/2021/7729/DMO Date: 28/06/2021

Read: FD GR. No.: EMD/10/2021/7729/DMO Date: 12/04/2021

CORRIGENDUM

The following corrigendum is issued to the above Government Resolution dated 12th April, 2021 for the addition of Yes Bank in Annexure-I for the Acceptance of EMD/SD till 31st March, 2022.

From the date of issuance of this Corrigendum, in pursuance of the above cited GR, Government of Gujarat has decided to add Yes Bank in Annexure-I for the Acceptance of EMD/SD till 31st March, 2022.

In view of the above modification revised Annexure-I attached with this corrigendum should be taken into consideration for Acceptance of Bank Guarantee as EMD/SD.

By order and in the name of the Governor of Gujarat.



(S. Chhakhhuak)

Additional Secretary (B)

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Deputy Chief Minister /Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Hon'ble Leader of Opposition Party

The Secretary, Gujarat Legislative Assembly, Secretariat, Gandhinagar

PS to Chief Secretary

PS to Additional Chief Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Joint Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

All Heads of Department

All Public Enterprises of the State

All State's Boards/Corporations/Societies

Accountant General-I (Audit) Gujarat, Ahmedabad

Accountant General (A&E) Gujarat, Ahmedabad

Accountant General-II (Audit) Gujarat, Rajkot

Accountant General (A&E) Gujarat, Rajkot

Pay and Accounts Office (Gandhinagar/Ahmedabad)

Chief Information Officer, Finance Department

All Add. Secy./Joint Secy./Dep. Secy./Under Secy. Finance Department

All Branches, Finance Department

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department



Annexure I.

Finance Department, Corrigendum No.: EMD/10/2021/7729/DMO

Date: 28/06/2021

A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks:

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalapur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Sarswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank
- ❖ Yes Bank



All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.



(S. Chhakchhuak)

Additional Secretary (B)

Finance Department

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